

BILL NO. R-96-08-16

RESOLUTION NO. R-51-96

**A RESOLUTION APPROVING THE PURCHASE
OF CERTAIN REAL ESTATE FOR THE FORT
WAYNE FIRE DEPARTMENT.**

WHEREAS, the City of Fort Wayne desires to purchase four (4) parcels of land,
specifically described in Exhibits "A," "B," "C" and "D" attached hereto and made a part hereof; and

WHEREAS, the City of Fort Wayne Fire Department desires to purchase these
parcels of land to relocate Fire Station #10 and to construct three (3) additional stations; and

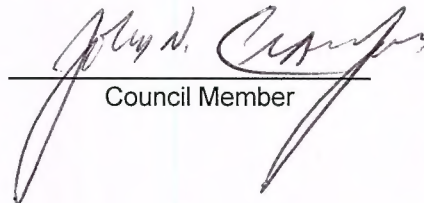
WHEREAS, Section 37.19 of the Municipal Code of the City of Fort Wayne, Indiana,
requires the approval of the Common Council for the purchase of real estate by the City.

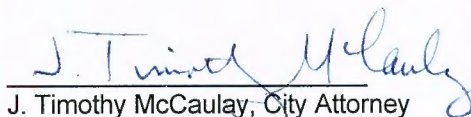
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE
CITY OF FORT WAYNE, INDIANA:**

SECTION 1. The purchase of four (4) real estate parcels by the City of Fort Wayne,
described in Exhibits "A," "B," "C" and "D" is hereby approved and agreed to. The appropriate
officials of the City are hereby authorized to execute all documents necessary to accomplish said
purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its
passage and any and all necessary approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY


Council Member


J. Timothy McCaulay, City Attorney



The City of Fort Wayne

Paul Helmke, Mayor

August 27, 1996

Dear Council Member,

In 1990, the Fire Department developed a fire station location master plan. The plan was designed to improve the fire department's response by redistributing existing resources based upon the cities size at the time of the plan. The plan also took into consideration the annexations or proposed annexations. The plan called for three stations to be relocated and one new station to be constructed to improve the coverage of the existing city. Station 13 was to be relocated north of Washington Center Road to fill the response void. Station 10 was to be relocated to the area of Anthony at Crescent and Station 12 relocated further south on South Anthony. The new station was to be constructed in the Getz Road area since it was determined that relocation of an existing station would not be effective.

Station 13 was relocated in late 1995 to its current location as step one of the station relocation plan. Today I am requesting your approval of four (4) purchase agreements for the purchase of property to meet steps two and three of the relocation plan and annexation needs. Do to the rapid development in the areas it is very important that the department secure property for fire station locations today while the property is available.

PROPERTY TO RELOCATE STATION 10

The first piece of property we would like to purchase is located at North Anthony and Crescent. This property is 1.16 acres and would be used for the relocation of Fire Station 10. In the purchase agreement we are offering \$65,000 for this property pending conditions listed in the purchase agreement. The current Fire Station 10 was constructed in 1926. Its current service territory is the State street corridor and to the north to Coliseum and out Stellhorn road. The relocation will place new Station 10 more central to its response territory. Construction of a three bay station like Stations 8 & 13 would begin late 1996 or early 1997.

PROPERTY FOR NORTHEAST ANNEXATION FIRE STATION

The second piece of property we would like to purchase is located on the west side of Goeglein Road between Trier and Stelhorn. The purchase agreement for this 5 acre property is offering \$50,000 pending conditions listed in the purchase agreement. This new station would be serving the east portions of St. Joe annexation phase II, all of phase IV, the Maysville, and Maumee Park annexations. Construction for this station is scheduled for 1997.

PROPERTY FOR COVERAGE IMPROVEMENTS SOUTHWEST

The third piece of property we would like to purchase is located at Getz and Constitution Dr. The purchase of 2.1 acres of commercial property for \$172,000 will allow for the construction of a station to serve the rapidly developing southwest city. This station was recommended in the 1990 master plan. Construction for this station is scheduled for 1998.

PROPERTY FOR THE NORTH I & II ANNEXATION FIRE STATION

The forth piece of property we would like to purchase is located at Lima and Northland Bl. The purchase of 2.18 acres of commercial property for \$125,000 will allow for the construction of a station to serve phase one of the North annexation along Lima Road and northern areas currently in the city today. This property is available today and I recommend its purchase. The Lima Road corridor is developing rapidly and land for a station may not be so readily available in the future. The Lima Road station is scheduled for construction in 1999.

Funding for all of these properties is currently being held in the 1994 Public Safety Bond.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steven Hinton".

Steven Hinton,
Chief

DIGEST SHEET

TITLE OF ORDINANCE - RESOLUTION _____

DEPARTMENT REQUESTING ORDINANCE FIRE DEPARTMENT _____

SYNOPSIS OF ORDINANCE APPROVES THE PURCHASE OF FOUR (4) PARCELS OF LAND TO
CONSTRUCT NEW FIRE STATIONS. ONE PARCEL OF LAND WILL FACILITATE THE RELOCATION OF
FIRE STATION #10. THREE ADDITIONAL NEW STATIONS WILL BE CONSTRUCTED ON THE
REMAINING PARCELS.

EFFECT OF PASSAGE REAL ESTATE PARCELS MAY BE PURCHASED.

EFFECT OF NON-PASSAGE REAL ESTATE PARCELS WILL NOT BE PURCHASED; NEW FIRE
STATIONS WILL NOT BE CONSTRUCTED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

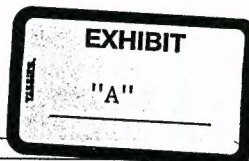
ASSIGNED TO COMMITTEE (PRESIDENT) _____

A. Listing Broker The Zacher Company (# _____) By Steve Zacher
as (Seller's broker) (Limited agent)

B. Selling Broker Harding Dahm & Company, Inc. (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date: _____

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE



1. PARTIES: SUSAN GARNER ("Seller")
agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: The property commonly known as vacant land on east side of Crescent Avenue
is a tract of land situated in the City of Fort Wayne, Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and Seller's interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called "Property," and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
1.163 acres of land presently zoned R-3. See legal description and survey attached as Exhibit B.
The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.

3. PRICE: The total purchase price shall be Sixty-Five Thousand and No/100
(\$ 65,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).

4. EARNEST MONEY: \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with _____ as Escrow Agent, upon execution of this Agreement by both parties. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.

5. ADDITIONAL PROVISIONS:

See Contingencies attached as Exhibit A.

Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

☐ Financing Addendum ☐ Feasibility Study Addendum
☐ Apartment/Multi-Tenant Addendum ☐ Representations & Warranties of Seller Addendum
☐ Zoning/Governmental Approval Addendum ☐ Tax Deferred Exchange Addendum

6. CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before November 30 19 96, or within 21 days after all contingencies are met, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

7. POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) ~~or~~ subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.

8. INSPECTIONS: Inspections shall be handled in accordance with paragraph A and B as set forth below: (Insert A and/or B or C)

A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within _____ days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within _____ days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other: soil tests are acceptable to Buyer for its intended use. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

75. 9. TAXES: Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:
76. (Insert A or B)
77. A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable
78. on _____, 19____, and all installments subsequent thereto.
79. B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current
80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing
81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall
82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.
83. C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party
84. shall be computed based on the last tax bill available to the closing agent. WARNING: The succeeding year's tax bill for recently
85. constructed buildings may greatly exceed the last tax bill available to the closing agent.
86. 10. INSURANCE: Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.
87. 11. SURVEY: A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana
88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.
89. 12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Buyer within 15 days after all contingencies
90. are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,
91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection
92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after
93. receipt of each such instrument. If Buyer or third party lender makes such objections or if the objections are disclosed in the
94. Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed
95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence
96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or
97. (b) waive the unsatisfied objections and close the transaction.
98. 13. PRORATIONS AND SPECIAL ASSESSMENTS: Interest or any debt assumed or taken subject to, any rents, and all other income and
99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to
100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the
101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are
102. completed after the date of this Purchase Agreement.
103. 14. SALES EXPENSE: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.
104. A. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;
105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the
106. Professional Fee of 6* percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be
107. paid by Seller under other provisions of this Agreement. *to be split equally between The Zacher Company
108. and Harding, Dahm & Company, Inc.
109. B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,
110. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing
111. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.
112. 15. DEFAULT: If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the
113. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the
114. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this
115. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and
116. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law
117. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by
118. retention of the earnest money), then Seller agrees to pay the Listing Broker 0 of the amount collected in payment for
119. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this
120. transaction closed. Earnest money deposited shall be credited against the Damages.
121. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,
122. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,
123. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.
124. 16. ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other
125. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and
126. reasonable attorney's fees from the non-prevailing party.
127. 17. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this
128. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent
129. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release
130. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money
131. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.
132. 18. DUTIES OF BUYER AND SELLER AT CLOSING:
133. A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:
134. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty
135. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,
136. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing
137. and an executed Vendor's Affidavit;
138. (2) An Owner's Policy of Title Insurance (the "Title Policy") Issued by a reputable title insurance company chosen by the Seller (the "Title
139. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and
140. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard
141. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:
142. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's
143. Affidavit shall be an expense of _____;
144. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are
145. approved by Buyer;
146. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and
147. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,
148. maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;
149. (4) A current rent roll duly certified by Seller, if applicable;
150. (5) Furnish evidence of its capacity and authority for the closing of this transaction;

150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;
154. (7) Execute all other necessary documents to close this transaction.
155. **B. At the closing, Buyer shall perform the following:**
156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;
157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;
159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;
160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;
162. (5) Execute all other necessary documents to close this transaction.
163. **19. CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.
168. **20. CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.
172. **21. RESPONSIBLE PROPERTY TRANSFER LAW:**
173. **A.** The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.
178. **B.** Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.
181. **22. MISCELLANEOUS:**
182. **A.** Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.
188. **B.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
189. **C.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.
191. **D.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
194. **E.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
196. **F.** Time is of the essence of this Agreement.
197. **G.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.
199. **H.** All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
200. **I.** By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.
201. **23. TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.), the
202. _____ day of _____, 19____, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.
204. **24. CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.
206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/
208. or toxic materials and underground storage tanks.
209. **25. ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

216. _____
 217. Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

218. _____
 219. Printed _____ Printed _____

220. _____
 221. Buyer's S.S. # or Taxpayer's I.D. # _____ Buyer's S.S. # or Taxpayer's I.D. # _____

222. _____
 223. Buyer's Address for Notice Purposes _____

UNCONDITIONAL ACCEPTANCE BY SELLER

224. _____
 225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.

226. _____
 227. Seller's Signature _____ Seller's Signature _____

228. _____
 229. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____

230. _____
 231. Address _____ Telephone _____

CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]

232. _____
 233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:
 234. _____
 235. _____
 236. _____

237. This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.

238. _____
 239. Seller's Signature _____ Seller's Signature _____

240. _____
 241. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____

242. _____
 243. Address _____ Telephone _____

BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER

244. _____
 245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.

246. _____
 247. Buyer's Signature _____ Buyer's Signature _____

EARNEST MONEY

248. _____
 249. Received \$ _____ as earnest money on _____, 19____.

250. _____
 251. Signature of Broker _____

252. Received \$ _____ as additional earnest money on _____, 19____.

253. _____
 254. Signature of Broker _____

EXHIBIT A

Contingencies

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

1. Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price.
2. Subject to Buyer being able to obtain necessary permits to construct a building that meets its requirements.
3. Subject to Buyer being able to obtain curb cut approvals that meet Buyer's requirements.
4. Subject to approval by Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

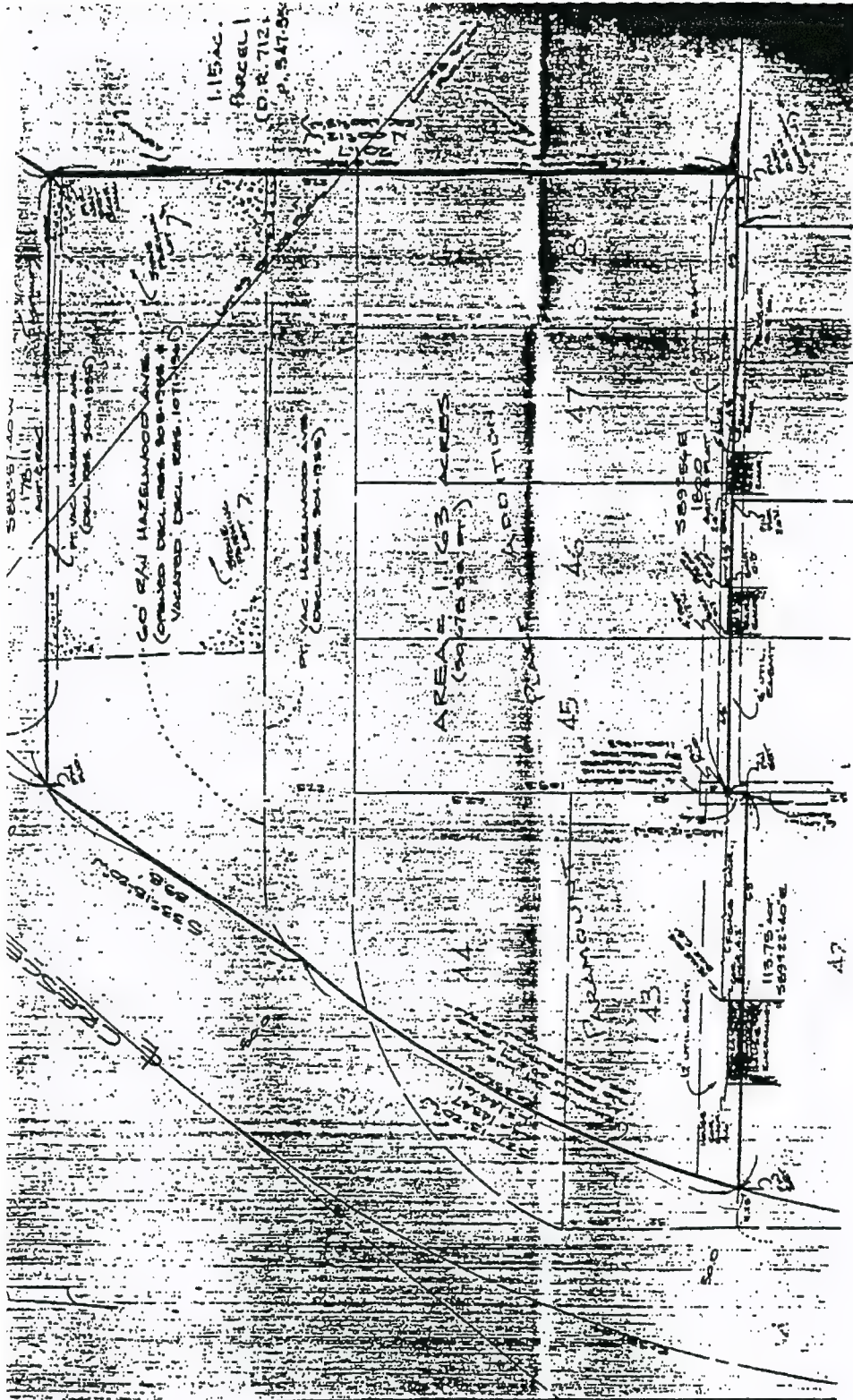
EXHIBIT B

DESCRIPTION

Lots Numbered 43 and 44, except that part appropriated for Anthony Boulevard-Crescent Avenue intersection right-of-way, together with Lots numbered 45, 46, 47 and 48, all in Paramount Place Addition, the plat of which is recorded in Plat Book 12, page 68 in the Office of the Recorder of Allen County, Indiana; also together with that part of vacated Hazelwood Avenue lying North of the aforesaid Lots as vacated by Declaratory Resolution No. 904-1955, also together with that part of vacated Hazelwood Avenue, 50 feet wide, as opened by Declaratory Resolution No. 905-1955 and subsequently vacated by Declaratory Resolution No. 1071-1961, said part lying West of the Northerly projection of the East line of Lot number 48 in said Paramount Place Addition; also together with parts of Lot Number 9 in St. Joseph Park Addition, the plat of which is recorded in Plat Book 3, page 68 in the Office of said Recorder, said parts also lying West of the Northerly projection of the East line of said Lot number 48, all together being more particularly described as follows, to wit:

Beginning on the Easterly right-of-way line of Crescent Avenue at a point situated 206.41 feet, S 39°-42' W (deed bearing and is used as the basis for the bearings in this description) from the point of intersection of said Easterly right-of-way line with the Southerly right-of-way line of Hazelwood Avenue as it presently exists, said point of beginning being also the Southwest corner of a 0.49 acre tract of land conveyed to Peoples Trust and Savings Company, as Parcel 2, by deed dated August 27, 1968 and recorded in Deed Record 712, pages 347-350 in the Office of the Recorder of Allen County, Indiana; thence S 33°-18'-20" W, on and along said Easterly right-of-way line, a distance of 89.8 feet; thence Southerly, continuing along said Easterly right-of-way line, as defined by the arc of a regular curve to the left having a radius of 332.04 feet, an arc distance of 144.61 feet, being subtended by a long chord having a length of 143.47 feet and a bearing of S 27°-13'-20" W to the point of intersection of said Easterly right-of-way line with the South line of said Lot number 43; thence S 89°-22'-40" E, on and along said South line, a distance of 113.75 feet to the Southeast corner of said Lot Number 43; thence N 00°-12'-30" W, on and along the East line of said Lot number 43, a distance of 5.6 feet to the Southwest corner of said lot Number 45; thence S 89°-56' E, on and along the South lines of said Lots Numbered 45, 46, 47 and 48, a distance of 180.0 feet to the Southeast corner of said Lot number 48, being also the Southwest corner of a 1.15 acre tract of land conveyed to Peoples Trust and Savings Company, as Parcel 1, in the aforesaid Deed Record 712, pages 347-350 in the Office of said Recorder; thence N 00°-12' W, (recorded N 00°-13' W by adjoining deed), on and along the East line of said Lot Number 48 and the Northerly projection thereof, being also a Westerly line of said 1.15 acre tract, a distance of 201.7 feet to the Southeast corner of the aforesaid 0.49 acre tract; thence S 88°-57'-40" W (recorded S 88°-53'-09" W by adjoining deed), on and along the South line of said 0.49 acre tract, a distance of 178.11 feet to the point of beginning, containing 1.163 acres of land (50,678 square feet), subject to all easements of record.

This property is in Zone C according to Flood Insurance Rate Map 1800003 0005 B, effective April 3, 1985.

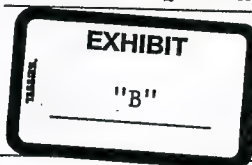


A. Listing Broker Paul Ledger Associates (#) By Paul Ledger
as (Seller's broker) (Limited agent)

B. Selling Broker Harding Dahm & Company, Inc. (#) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date:

PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE



1. PARTIES: MILHEM SHAHEEN ("Seller")
agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: The property commonly known as 4.98 acres at 4000 North Goeglein Road
is a tract of land situated in Ellettsburg St. Joseph Township Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property," and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
4.98 + acres. See attached survey identified as Exhibit B for legal description.

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.

3. PRICE: The total purchase price shall be Fifty Thousand and No/100
(\$ 50,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).

4. EARNEST MONEY: \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with as Escrow Agent, upon execution of this Agreement by both parties. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.

5. ADDITIONAL PROVISIONS:

See Contingencies attached hereto as Exhibit A.

Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

☐ Financing Addendum
☐ Apartment/Multi-Tenant Addendum
☐ Zoning/Governmental Approval Addendum
☐ Feasibility Study Addendum
☐ Representations & Warranties of Seller Addendum
☐ Tax Deferred Exchange Addendum

6. CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before November 30 19 96 or within 21 days after all contingencies are met, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

7. POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) ~~and~~ not ~~subject to~~ subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.

8. INSPECTIONS: Inspections shall be handled in accordance with paragraph A and B as set forth below: (Insert A and/or B or C)

A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. Environmental inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other: soil tests are acceptable to Buyer for its intended use. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

9. **TAXES:** Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:

A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable on _____, 19____, and all installments subsequent thereto.

B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.

C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party shall be computed based on the last tax bill available to the closing agent. **WARNING:** The succeeding year's tax bill for recently constructed buildings may greatly exceed the last tax bill available to the closing agent.

10. **INSURANCE:** Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.

11. **SURVEY:** A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.

12. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Buyer within 15 days after all contingencies are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after receipt of each such instrument. If Buyer or third party lender makes such objections or if the objections are disclosed in the Commitment, the survey or by the Issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or (b) waive the unsatisfied objections and close the transaction.

13. **PRORATIONS AND SPECIAL ASSESSMENTS:** Interest or any debt assumed or taken subject to, any rents, and all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **SALES EXPENSE:** Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.

A. **SELLER'S EXPENSES:** Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy; survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the Professional Fee of 5 percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be paid by Seller under other provisions of this Agreement.

B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

15. **DEFAULT:** If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by retention of the earnest money), then Seller agrees to pay the Listing Broker _____ of the amount collected in payment for Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this transaction closed. Earnest money deposited shall be credited against the Damages.

If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default, the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default, Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.

ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.

18. DUTIES OF BUYER AND SELLER AT CLOSING:

A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

(1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing and an executed Vendor's Affidavit;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:

(a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's Affidavit shall be an expense of _____.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are approved by Buyer;

(3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;

(4) A current rent roll duly certified by Seller, if applicable;

(5) Furnish evidence of its capacity and authority for the closing of this transaction;

150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;
154. (7) Execute all other necessary documents to close this transaction.
155. **B. At the closing, Buyer shall perform the following:**
156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;
157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;
159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;
160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;
162. (5) Execute all other necessary documents to close this transaction.
163. **19. CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.
168. **20. CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.
172. **21. RESPONSIBLE PROPERTY TRANSFER LAW:**
173. **A.** The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.
178. **B.** Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.
181. **22. MISCELLANEOUS:**
182. **A.** Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.
188. **B.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
189. **C.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.
191. **D.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
194. **E.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
196. **F.** Time is of the essence of this Agreement.
197. **G.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.
199. **H.** All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
200. **I.** By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.
201. **23. TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.), the
202. day of _____, 19____, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.
204. **24. CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.
206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/
208. or toxic materials and underground storage tanks.
209. **25. ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

216. _____
217. Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____
218. _____
219. Printed _____ Printed _____
220. _____
221. Buyer's S.S. # or Taxpayer's I.D. # _____ Buyer's S.S. # or Taxpayer's I.D. # _____
222. _____
223. Buyer's Address for Notice Purposes _____

224. **UNCONDITIONAL ACCEPTANCE BY SELLER**

225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.

226. _____
227. Seller's Signature _____ Seller's Signature _____
228. _____
229. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
230. _____
231. Address _____ Telephone _____

232. **CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]**

233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

234. _____
235. _____
236. _____

237. This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.

238. _____
239. Seller's Signature _____ Seller's Signature _____
240. _____
241. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
242. _____
243. Address _____ Telephone _____

244. **BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER**

245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.

246. _____
247. Buyer's Signature _____ Buyer's Signature _____

248. **EARNEST MONEY**

249. Received \$ _____ as earnest money on _____, 19____.

250. _____
251. Signature of Broker

252. Received \$ _____ as additional earnest money on _____, 19____.

253. _____
254. Signature of Broker

EXHIBIT A

Contingencies

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

1. Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price.
2. Subject to Buyer being able to obtain necessary permits to construct a building that meets its requirements.
3. Subject to Buyer being able to obtain curb cut approvals that meet Buyer's requirements.
4. Subject to approval by Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

C. David Coil, P.E., L.S. #10498
Kerry D. Dickmeyer, L.S. #S0243
John L. Updike, L.S. #S0494

6044 East State Boulevard
Fort Wayne, Indiana 46815
219-749-0125

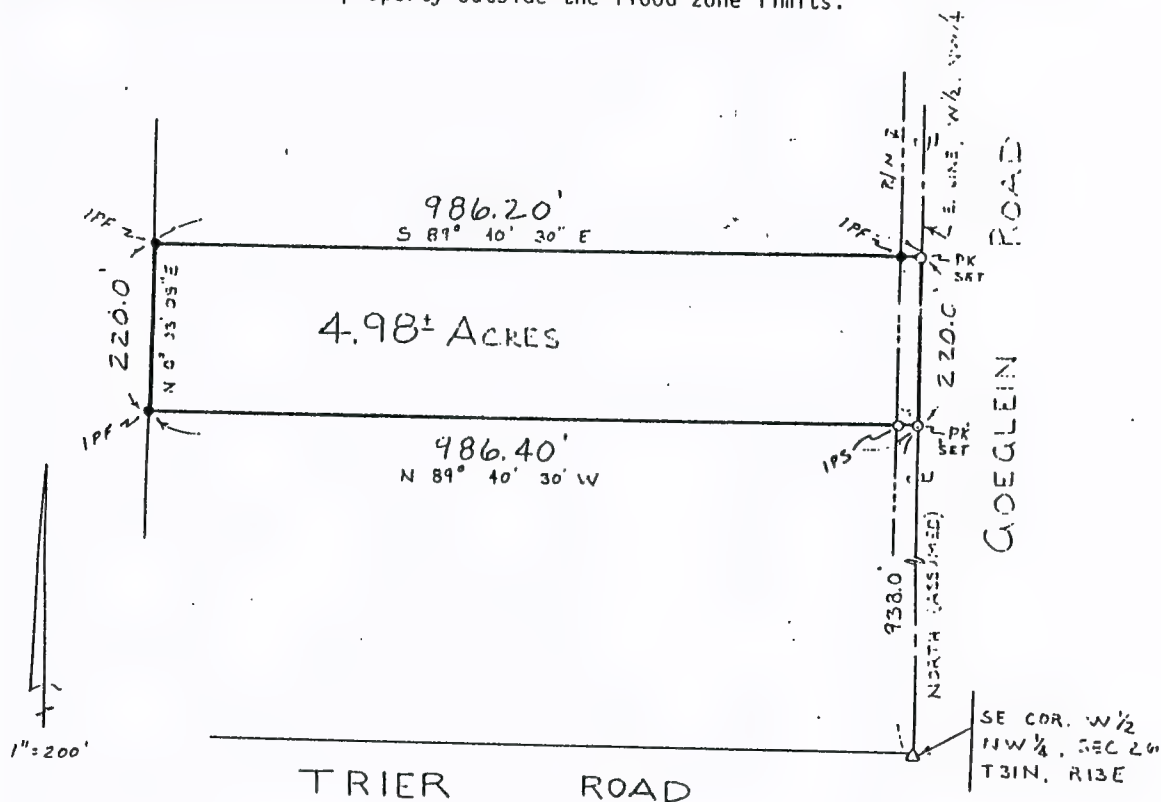
Sheet 1 of 2
Survey No. S 902380

CERTIFICATE OF SURVEY

This document is a record of a re-survey of land and real estate located in St. Joseph Twp., Allen County, Indiana made in accordance with the records on file in the Office of Recorder of said county. The land described exists in the full dimensions shown, is free from encroachment by adjoining land owners and contains entirely within its boundaries any structures located upon it except as noted below.

Part of the Northwest Quarter of Section 26, Township 31 North, Range 13 East (St. Joseph Township) Allen County, Indiana and bounded and described as follows: COMMENCING at the Southeast corner of the West half of said Northwest Quarter; thence North (assumed) along the east line of said west half also being the centerline of Geoglein Road 938.00 feet to a P.K. nail, said nail being the point of beginning of this description; thence North 89 degrees 40 minutes 30 seconds West 986.40 feet to an iron pin; thence North 0 degrees 03 minutes 08 seconds East 220.00 feet to an iron pin; thence South 89 degrees 40 minutes 30 seconds East 986.20 feet to a P.K. nail on the East line of said West half; thence South along said East line 220.00 feet to the point of beginning, containing therein 4.98 acres more or less; and subject to a 25 foot roadway right-of-way easement over the East side of the above described tract for Geoglein Road and all other easements of record.

FLOOD PLAIN NOTE: H.U.D. FIA Flood Hazard Boundary Map # H-15, Community # 180302, shows the above described property outside the flood zone limits.



FOR: Witmer

Field work completed on 9 / 18 / 90

IN WITNESS WHEREOF, I set my hand and seal, this
19th day of September, 19 90.

I.P.F. - Iron Pin Found
I.P.S. - 1/2" x 6 Re-bar Set
M - Measured
P - Platted/Recorded
P.F. - Pipe Found
P.K. - P.K. Nail

Valid only with original hand and seal.

John L. Updike
I hereby certify that this survey was
completed under my direct supervision.

COIL & DICKMEYER, INC.
Civil Engineers - Land Surveyors - Planners

C. David Coil, P.E., L.S. #10490
Kerry D. Dickmeyer, L.S. #S0243
John L. Updike, L.S. #S0494

6044 East State Boulevard
Fort Wayne, Indiana 46815
219-749-0125

Sheet 2 of 2

Survey No. S 902380

Date Sept. 19, 1990

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 36, ARTICLE 1.1, CHAPTER 13, SECTION 1 THROUGH 34 OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- A.) RANDOM ERRORS IN MEASUREMENT (THEORETICAL UNCERTAINTY);
- B.) VARIANCES IN THE REFERENCE MONUMENTS;
- C.) DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
- D.) INCONSISTENCIES IN LINES OF OCCUPATION.

THE THEORETICAL UNCERTAINTY (DUE TO RANDOM ERRORS IN MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A CLASS B SURVEY (0.25 FEET) AS DEFINED IN IAC 36-1.

5.0 acres in Northwest One-quarter of Section 26, Township 31 North, Range 13 East

Iron pins were found at three of the four corners of the parcel. A railroad spike was found at the Southeast corner of the West One-half of the Northwest One-quarter. Angular and linear measurements agreed with deed dimensions.

AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

DUE TO VARIANCES IN REFERENCE MONUMENTS: none apparent
DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: none apparent
DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: none apparent

B. Selling Broker Harding Dahm & Company, Inc. (#) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

"י"



H

(Insert A or B)

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Da

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150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;
154. (7) Execute all other necessary documents to close this transaction.
155. B. At the closing, Buyer shall perform the following:-
156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;
157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;
159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;
160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;
162. (5) Execute all other necessary documents to close this transaction.
163. 19. CONDEMNATION: If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.
168. 20. CASUALTY LOSS: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.
172. 21. RESPONSIBLE PROPERTY TRANSFER LAW:
173. A. The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.
178. B. Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.
181. 22. MISCELLANEOUS:
182. A. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.
188. B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
189. C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.
191. D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
194. E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
196. F. Time is of the essence of this Agreement.
197. G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.
199. H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
200. I. By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.
201. 23. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.), the
202. day of _____, 19____, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.
204. 24. CONSULT YOUR ADVISOR: Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.
206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/
208. or toxic materials and underground storage tanks.
209. 25. ACKNOWLEDGMENTS: Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

216. _____
217. Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____
218. _____
219. Printed _____ Printed _____
220. _____
221. Buyer's S.S. # or Taxpayer's I.D. # _____ Buyer's S.S. # or Taxpayer's I.D. # _____
222. _____
223. Buyer's Address for Notice Purposes _____

224. **UNCONDITIONAL ACCEPTANCE BY SELLER**

225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.

226. _____
227. Seller's Signature _____ Seller's Signature _____

228. _____
229. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____

230. _____
231. Address _____ Telephone _____

232. **CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]**

233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

234. _____
235. _____
236. _____

237. This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.

238. _____
239. Seller's Signature _____ Seller's Signature _____

240. _____
241. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____

242. _____
243. Address _____ Telephone _____

244. **BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER**

245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.

246. _____
247. Buyer's Signature _____ Buyer's Signature _____

248. **EARNEST MONEY**

249. Received \$ _____ as earnest money on _____, 19____.

250. _____
251. Signature of Broker

252. Received \$ _____ as additional earnest money on _____, 19____.

253. _____
254. Signature of Broker

EXHIBIT A

Contingencies

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

1. Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price.
2. Subject to Buyer being able to obtain necessary permits to construct a building that meets its requirements.
3. Subject to Buyer being able to obtain curb cut approvals that meet Buyer's requirements.
4. Subject to approval by Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

1. Listing Broker Harding Dahm & Company, Inc. (# _____) By Richard P. Quillin
as (Seller's broker) (Limited agent)

2. Selling Broker Harding Dahm & Company, Inc. (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date: _____

PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE

EXHIBIT

"D"

1. PARTIES: LSB, INC. ("Seller")
agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: The property commonly known as unimproved land on Northland Boulevard
is a tract of land situated in the City of Fort Wayne, Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and Seller's interest in all warranties or guaranties relating to the Party being sold; all of the above hereinafter collectively called "Property," and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
Approximately 2.18 acres of land presently zoned C2B. See Site Plan attached as Exhibit B.
The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under Additional Provisions in Paragraph 5.

3. PRICE: The total purchase price shall be One Hundred Twenty-Five Thousand and No/100
(\$ 125,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).

4. EARNEST MONEY: \$ 5,000.00 is herewith tendered and is to be deposited as Earnest Money with _____ as Escrow Agent, upon execution of this Agreement by both parties. If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money shall be returned to the Buyer.

5. ADDITIONAL PROVISIONS:

See Contingencies attached hereto as Exhibit A.

Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

☐ Financing Addendum ☐ Feasibility Study Addendum
☐ Apartment/Multi-Tenant Addendum ☐ Representations & Warranties of Seller Addendum
☐ Zoning/Governmental Approval Addendum ☐ Tax Deferred Exchange Addendum

6. CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at such place as agreed by Seller and Buyer on or before November 30 19 96 or within 21 days after all contingencies are met, whichever is later, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

7. POSSESSION: The possession of the Property shall be delivered to Buyer (at closing) ~~subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.~~ Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.

8. INSPECTIONS: Inspections shall be handled in accordance with paragraph A and B as set forth below:

A. BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION. (Insert A and/or B or C)
within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within _____ days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

B. BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED. All inspections shall be made within 60 days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within _____ days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer, with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well, septic, other: soil tests are acceptable to Buyer for its intended use. If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

C. BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. However, Buyer hereby waives inspections and relies upon the condition of the Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.

75. 9. TAXES: Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:
76. (Insert A or B)
77. A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable
78. on _____, 19____, and all installments subsequent thereto.

79. B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current
80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing
81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall
82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.

83. C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party
84. shall be computed based on the last tax bill available to the closing agent. **WARNING:** The succeeding year's tax bill for recently
85. constructed buildings may greatly exceed the last tax bill available to the closing agent.

86. 10. INSURANCE: Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.

87. 11. SURVEY: A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana
88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.

89. 12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Buyer within 15 days after all contingencies are
90. met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,
91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection
92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after
93. receipt of each such instrument. If Buyer or third party lender makes such objections or if the objections are disclosed in the
94. Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed
95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence
96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or
97. (b) waive the unsatisfied objections and close the transaction.

98. 13. PRORATIONS AND SPECIAL ASSESSMENTS: Interest or any debt assumed or taken subject to, any rents, and all other income and
99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to
100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the
101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are
102. completed after the date of this Purchase Agreement.

103. 14. SALES EXPENSE: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.

104. A. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;
105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the
106. Professional Fee of 6 percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be
107. paid by Seller under other provisions of this Agreement.

108. B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,
109. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing
110. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.

111. 15. DEFAULT: If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the
112. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the
113. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this
114. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and
115. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law
116. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by
117. retention of the earnest money), then Seller agrees to pay the Listing Broker 0 of the amount collected in payment for
118. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this
119. transaction closed. Earnest money deposited shall be credited against the Damages.

120. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,
121. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,
122. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.

123. 16. ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other
124. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and
125. reasonable attorney's fees from the non-prevailing party.

126. 17. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this
127. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent
128. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release
129. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money
130. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.

131. 18. DUTIES OF BUYER AND SELLER AT CLOSING:

132. A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

133. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty
134. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,
135. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing
136. and an executed Vendor's Affidavit;

137. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title
138. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and
139. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard
140. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:

141. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's
142. Affidavit shall be an expense of _____;

143. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are
144. approved by Buyer;

145. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and
146. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,
147. maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;

148. (4) A current rent roll duly certified by Seller, if applicable;

149. (5) Furnish evidence of its capacity and authority for the closing of this transaction;

150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;
154. (7) Execute all other necessary documents to close this transaction.
155. **B. At the closing, Buyer shall perform the following:**
156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;
157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;
159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;
160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;
162. (5) Execute all other necessary documents to close this transaction.
163. **19. CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.
168. **20. CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.
172. **21. RESPONSIBLE PROPERTY TRANSFER LAW:**
173. **A.** The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.
178. **B.** Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.
181. **22. MISCELLANEOUS:**
182. **A.** Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.
188. **B.** This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
189. **C.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.
191. **D.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
194. **E.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
196. **F.** Time is of the essence of this Agreement.
197. **G.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.
199. **H.** All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
200. **I.** By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.
201. **23. TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.), the
202. _____ day of _____, 19____, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.
204. **24. CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.
206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/
208. or toxic materials and underground storage tanks.
209. **25. ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

216. _____
217. Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____
218. _____
219. Printed _____ Printed _____
220. _____
221. Buyer's S.S. # or Taxpayer's I.D. # _____ Buyer's S.S. # or Taxpayer's I.D. # _____
222. _____
223. Buyer's Address for Notice Purposes _____

224. **UNCONDITIONAL ACCEPTANCE BY SELLER**

225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.

226. _____
227. Seller's Signature _____ Seller's Signature _____
228. _____
229. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
230. _____
231. Address _____ Telephone _____

232. **CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]**

233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

234. _____
235. _____
236. _____

237. This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.

238. _____
239. Seller's Signature _____ Seller's Signature _____
240. _____
241. Printed or Typed Name and Tax I.D. Number _____ Printed or Typed Name and Tax I.D. Number _____
242. _____
243. Address _____ Telephone _____

244. **BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER**

245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.

246. _____
247. Buyer's Signature _____ Buyer's Signature _____

248. **EARNEST MONEY**

249. Received \$ _____ as earnest money on _____, 19____.

250. _____
251. Signature of Broker

252. Received \$ _____ as additional earnest money on _____, 19____.

253. _____
254. Signature of Broker

Kinda Bushido
James P. Claffey
John Haffner

EXHIBIT A

Contingencies

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

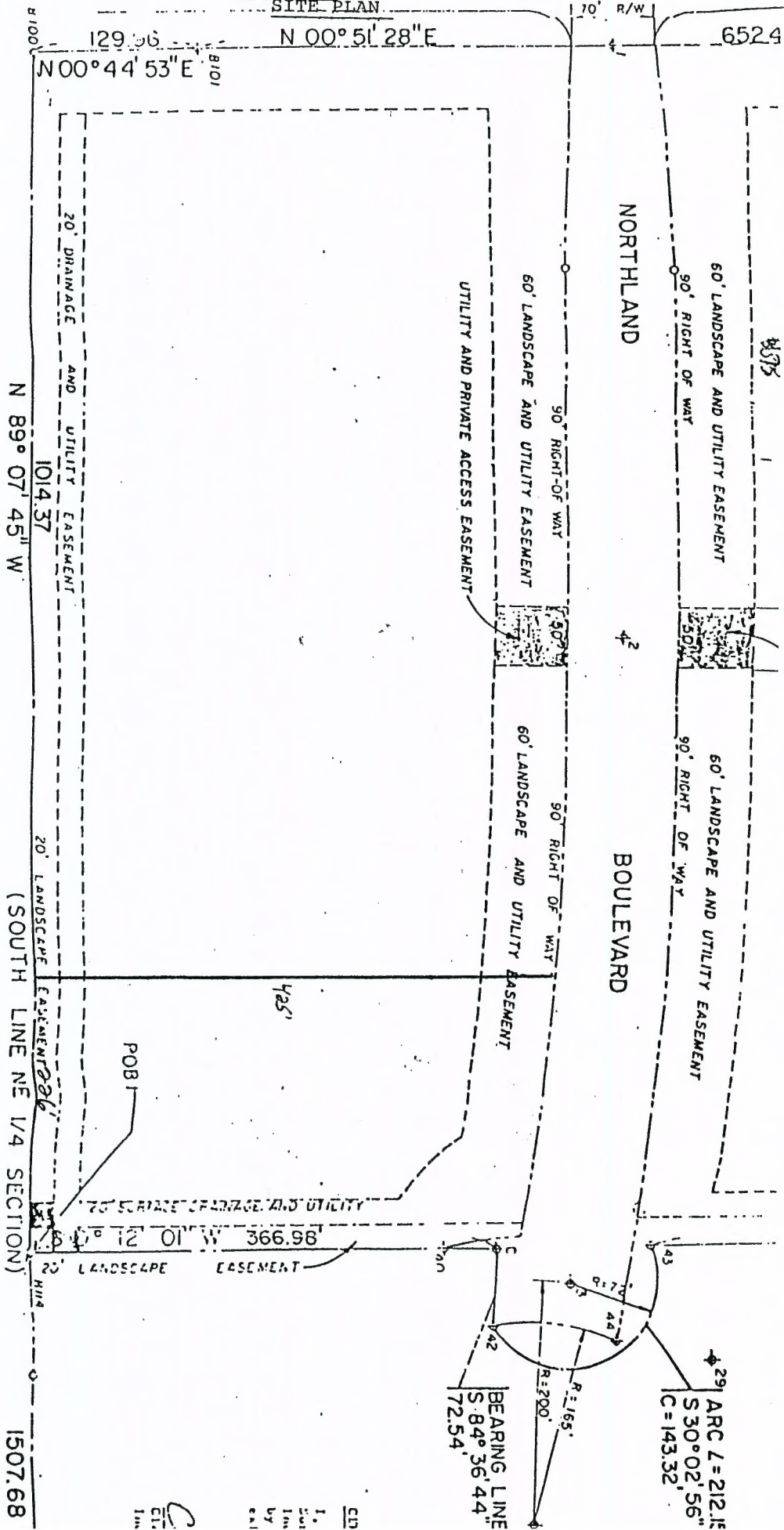
1. Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price.
2. Subject to Buyer being able to obtain necessary permits to construct a building that meets its requirements.
3. Subject to Buyer being able to obtain curb cut approvals that meet Buyer's requirements.
4. Subject to approval by Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

LIMA ROAD

EXHIBIT B

SITE PLAN



INDICATES OVERLAPPING EASEMENTS

APPROVED
DENNIS ALLEN

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on 8-27-96, the 19 day of August
M., E.S.T.

DATED: 8-27-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED ~~10:51~~
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 9-10-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. Q-51-96

on the 10th day of September, 19 96

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 11th day of September, 19 96,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of September,
19 96, at the hour of 4:30 o'clock P. M., E.S.T.

1-1411
PAUL HEIMKE, MAYOR

BILL NO. R-96-08-16

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN ~~(ORDINANCE)~~ (RESOLUTION) approving the purchase
of certain real estate for the Fort Wayne Fire Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

James C. Murphy
 William A. Brown
 Albert J. Davis
 John F. Jones
 Joseph R. Smith
 Richard L. Hall
 ODS
 Arthur R. Edmon

DATED: 9-10-96.

Sandra E. Kennedy
City Clerk